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in favor of the debtor has been adopted, a photographer may be considered as engaged in a trade and a photographic lens used by him in his business will be exempt.

*Partnership—When Relation Exists.*—*Winne v. Brundage, et al.*, 40 N. Y. Supp. 225. Defendant and R. entered into an agreement whereby the latter agreed to negotiate the sale of the defendant's promissory notes, receiving as compensation a commission, a brokerage, and 25 per cent of the net profits of the defendant's business. R. was to have no part in the management of the business, and his share in the profits was to cease when his employment terminated. Held, that this agreement did not create a partnership, so as to render R. liable for debts incurred by the defendant in the business.

*Assignment for Benefit of Creditors—Estoppel to Claim.*—*In re Sawyer, et al.*, 40 N. Y. Supp. 294. A firm doing business in New York made an assignment there, and on the following day a Tennessee creditor, without notice of the assignment and before its registration in Tennessee, attached property of the firm in Tennessee. This attachment was sustained on the ground that the assignment had not taken effect on the property attached. Held, that inasmuch as the attachment was not in hostility to the assignment the creditor was not estopped from claiming a share of the assigned estate, but was entitled only to the balance of his *pro rata* share after deducting the amount realized on the attachment.

*Charitable Institutions—What Constitutes—Exemptions from Taxation.*—*City of Louisville v. Southern Baptist Theological Seminary*, 36 S. W. Rep. 995 (Ky.). Under a constitutional provision exempting from taxation "institutions of purely public charity," and an institution confessedly a pure charity is also purely public although the management and organization are private and denominational, provided no one is excluded by reason of denominational connection or preference.

*Conditional Sale—Rights of Seller—Forfeiture of Payments.*—*Vaughn, et al., v. McFadyen*, 68 N. W. Rep. 135 (Mich.). When property is sold with the agreement that the title shall remain in the seller until the full price is paid, and in case of default in payment, the property may be taken back by the seller and all payments made shall be deemed payments for its use, although the seller elects to take the property after default, he cannot re-

fuse to accept the amount due until he has taken actual possession.

*Municipal Corporations—Rejection of Bid—Liability to Bidder.*—*Talbot Paving Co. v. City of Detroit*, 67 N. W. Rep. 979 (Mich.). Where a city charter requires contracts to be awarded to the lowest bidder this provision is for the protection of the public and not for the benefit of the bidder. Hence, the lowest bidder under such a contract, whose bid is rejected, has no right of action against the city for profits which he might have made had his bid been accepted.

*Limitation of Actions—Waiver.*—*State Trust Co. v. Sheldon, et al.*, 35 Atl. Rep. 177 (Vt.). The maker of a note may, at the time of its execution, waive the statute of limitations. In which case he will be estopped from setting up the statute as a defense. This is an exception to the general rule that no contract or agreement can modify a law and is valid because no principle of public policy is violated, the statute being designed for the benefit of individuals.

*Life Tenant—Room in House—Eviction—Measure of Damages.*—*Grove v. Yonell*, 68 N. W. Rep. 132 (Mich.). A bond recited that the defendant, being indebted to the plaintiff for certain lots, would pay a stated sum within a certain time, and that the plaintiff might "occupy any room that is in the house on said lots during the remainder of her natural life." The plaintiff selected a room and took possession of it. Afterwards she was asked by the defendant to take a room in another part of the city, and refused. Whereupon, the defendant leased the house and grounds for a term of years without any reservation of the plaintiff's room, and during the plaintiff's absence told the lessee she might use the room. Upon the plaintiff's return the lessee refused to allow her to go to her room. Held, that there was an eviction of the plaintiff by procurement of the defendant, and that the measure of damages from the date of eviction to the commencement of the action was the fair rental value of the room, and after that the rental value computed on the expectation of life of the plaintiff as based upon the mortality tables.